



OCEAN RIDGE MPOA
42 Station Court
Edisto Beach, SC 29438
(843) 869-4300

Board Members

Ted Luckadoo, President
Iddy Andrews, At Large

Board Members

Mike Atchley, Vice-President
Jason Sheffield, At Large
Bert Koon, At Large

Board Members

Rick Moore, Treasurer
Cheryl Moran, At Large

**Request for Quotes
2023-01
Landscaping Services**

The Ocean Ridge Master Property Owners Association is accepting quotes to provide equipment and personnel to perform various landscaping duties within the boundaries of Ocean Ridge including common areas and other areas as noted in addendum #1. The MPOA intends to award a multi-year contract.

Please return quotes to Deborah Hargis at dhargis@sw-community.com by August 31st, 2023, phone 843-869-4300.

1. Bidder, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Bidders are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the Bidder's risk. All ambiguities, discrepancies, errors, omissions or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment.
2. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
3. **MISTAKES:** Bidders are required to examine the specifications and all instructions pertaining to the requirements of this request for bids. Failure to do so will be at bidder's risk.
4. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to Ocean Ridge MPOA at the prices quoted. **An original invoice shall be submitted to Ocean Ridge Master Property Owners Association, SW Community, LLC, Post Office Box 700, Edisto Island, SC 29438.** Invoices will be processed for payment when approved by the SW Community LLC department.
5. **LIABILITY:** The vendor shall hold and save the ORMPOA, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "ORMPOA" means the Ocean Ridge Master Property Owners Association and its authorized designees, agents or employees.
2. **AWARDS:** The bid shall be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity compliance with public policy, record of past performance and financial and technical resources, meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received.
3. **PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification

of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the ORMPOA office within the time provided.

4. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Bidder.
 - a. If the Bidder is an individual, the Offer must be signed by that individual. If the Bidder is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b. If the Bidder is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c. If the Bidder is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d. An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Bidder must provide proof of the agent's authorization to bind the principal.
5. **EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. 3
6. **LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, town or other government entity or unit to accomplish the work specified in this solicitation and the contract.
7. **NON-CONFORMANCE TO QUOTE CONDITIONS:** Services not delivered as per delivery date as quoted may result in bidder being found in default. This non-conformance to quote conditions may result in immediate cancellation of the contract.
8. **ASSIGNMENT:** Any contract issued pursuant to this quote and the monies which may become due herein is not assignable except with the prior written approval of the ORMPOA.
9. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
10. **PLACING OF ORDERS:** The award of this quote does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the ORMPOA.
11. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
12. **TERMINATION/SUSPENSION:** The ORMPOA Board of Directors reserves the right to terminate or suspend the award of this quote, in whole or in part, when it is in the best interest of the ORMPOA to do so. The ORMPOA Board of Directors will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the ORMPOA Board of Directors determines that the performance of the vendor does not comply with the bid requirements, the Board may: a. Immediately suspend the work; and b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
13. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the ORMPOA during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing

herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the ORMPOA performance and obligation to pay under this agreement is contingent upon annual appropriation.

The Ocean Ridge Master Property Owners Association does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

SPECIAL INFORMATION

1. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the Town.

2. **INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the ORMPOA prior to being awarded any business.

3. **SAFETY:** The Contractor is responsible for providing for the safety of all Contractor's or subcontractor's personnel working in the Project Area.

4. **AREA CLEAN-UP REQUIREMENTS**

- a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.
- b. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean.

5. **INVOICE PAYMENTS:** By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the quote documents.

REQUEST FOR BIDS
OCEAN RIDGE MASTER PROPERTY OWNERS ASSOCIATION
LANDSCAPING DUTIES
ADDENDUM #1

Lawn Service and Maintenance:

- Mow and trim common areas, including road sides and entrances, (See Exhibit “B”) weekly during the months of April through October and as needed during the months of November through March to maintain height which is horticulturally correct for the turf variety.
- During extended rainy or dry periods, mowing will take place as conditions dictate.
- Edge all curbs, roadways and sidewalks as needed.
- Clean up debris/trash from common areas and green space weekly.
- Remove all leaves and other debris from common areas and green space throughout the fall and winter season to maintain aesthetics.
- Provide and replenish pine straw one (1) time per year in early spring as outlined on site plan (See Exhibit “B”). Manicured beds already containing pine straw will be top dressed with 1 – 2 inches of fresh pine straw annually. Additional applications can be provided on a Time and Materials rate.

Bushes and Beds Service and Maintenance:

- Trim bushes back from road sides a minimum of five (5) feet to maintain aesthetics and visibility.
- Rake out, weed and clean beds regularly during the growing season and as needed during the rest of the year.

Tree and Flower Service and Maintenance:

- Trim trees and palmettos located within a minimum of five (5) feet of road sides and up to a height of twelve (12) feet. Pruning of palmettos above twelve (12) feet will be performed by Contractor upon request of the MPOA. Charges for such service will be billed based on a rate agreed upon by both parties.
- Dead limbs and fronds will be picked up from an area within five (5) feet of road sides and the edge of all ponds as necessary to maintain aesthetics.

Streets and Roads Maintenance:

- Blow off all streets and roads once a week on Thursday or Friday.

Irrigation/Sprinkler Service and Maintenance

- Adjust watering times/schedules to provide proper hydration to lawn and landscape throughout the watering season unless limited by local watering restrictions. Where practical, watering should be done at night or early morning.
- Adjust individual sprinkler heads as needed to provide proper and complete coverage.
- Conduct regular tests of sprinkler system and cycles to provide proper and complete coverage. Contractor will be responsible for damage caused by Contractor. Association will be responsible for damage due to normal wear and tear, malicious mischief, acts of God, etc.
- Enable system in the spring as needed.
- Winterize system in the fall as needed.
- Pump operation and maintenance are not covered in this service agreement.

Fertilizer Applications:

- Provide and apply two (2) applications annually – once between the months of April and May and again between the months of October and November – using the appropriate commercial grade fertilizer containing nitrogen and micronutrients.
 1. Planted areas at main entrance and in median along main entrance road
 2. Planted areas at Jenkins entrance
 3. Planted areas at Summerwind entrance

Herbicide and Insecticide Applications:

- Provide and apply herbicide as needed to treat weeds.
- Monitor lawn and landscape and treat with insecticide as needed. This contract does not include nematode or fire ant prevention.

Trash Removal:

- Contractor will be responsible for disposal of trash collected during performance of normal duties.
- Contractor will not be responsible for collection or disposal of large items or biohazardous materials such as appliances, mattresses, building materials, medical waste, harsh chemicals, sewage spills, etc.

Storm Drains:

- Contractor will keep storm drains clear of trash and debris.
- Contractor will clear all drains immediately prior to and after heavy rains to prevent excessive flooding, including but not limited to the storm drains at 612 King Cotton, Oristo Ridge, Driftwood and Rice Lane